

Atty. Docket No. 139129-1003

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:	)	
John Santhoff, et al.	)	Group Art Unit: 2661
	)	
Serial No.: 09/746,348	)	Petitions Attorney: Unknown
	)	
Filed: December 21, 2000	)	
	)	
For: PRE-TESTING AND	)	
CERTIFICATION OF MULTIPLE	)	
ACCESS CODES	)	
	)	

San Diego, California 92101  
August 9, 2001

Box MISSING PARTS  
Commissioner for Patents  
Washington, D.C. 20231

**PETITION UNDER 37 C.F.R. § 1.47(a) FOR**  
**EXAMINATION WITH A NON-SIGNING JOINT INVENTOR**

Dear Sir/Madam:

In response to the Notice to File Missing Parts of Nonprovisional Application dated February 12, 2001, the following petition is submitted. Applicant notes that the deadline for filing a response has been extended by the enclosed Petition for Extension until August 12, 2001.

Pulse-Link, Inc., submits this Petition pursuant to 37 C.F.R. § 1.47(a) on the basis that a named co-inventor of the above-referenced patent application is unavailable by virtue of his refusal to provide an oath or declaration. It is therefore respectfully requested that the application be made by the available co-inventor and Pulse-Link, Inc., the owner of the application. A combined declaration and power of attorney, signed by the available inventor, John Santhoff, is attached as Exhibit 1.

The unavailable co-inventor, Rodolfo T. Arrieta, is a former employee of Pulse-Link, Inc. The last known address of Mr. Arrieta is: 3616 Oakbrook Lane, Panama City Beach, Florida 32408. On June 24, 2001, the available co-inventor, John Santhoff, met Mr. Arrieta at Mr. Arrieta's Oakbrook Lane residence (Exhibit 2, Declaration of John Santhoff). Mr. Santhoff presented the above-identified patent application, including the specification, claims, drawings and declaration, to Mr. Arrieta (Exhibit 2, ¶ 2). Mr. Santhoff requested that Mr. Arrieta sign the declaration (Exhibit 2, ¶ 2). Mr. Arrieta orally refused to sign the declaration.

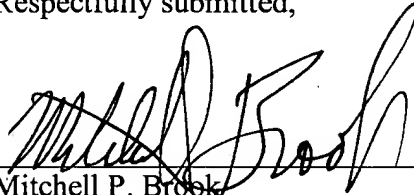
In addition, Patricia L. Gullickson (aka Trish Lee), Vice-President of Administration at Pulse-Link, Inc., mailed a Federal Express package to Mr. Arrieta on July 28, 2001 (Declaration of Patricia Gullickson, Exhibit 3). Federal Express delivered the package to Mr. Arrieta's residence on July 30, 2001 (Exhibit 4). Included in the package was a copy of the patent application, including the specification, claims, drawings and declaration. A letter addressed to Mr. Arrieta was also included in the package (Exhibit 5). The letter requested that Mr. Arrieta review the application and sign the declaration and return it to Pulse-Link, Inc. by August 1, 2001 (Exhibit 5, page 2, ¶ 6). As of August 7, 2001, Pulse-Link, Inc. has not received the signed declaration from Mr. Arrieta (Exhibit 3, ¶ 2). Also included in the package was a pre-paid, pre-addressed, Federal Express return airbill (Exhibit 3, ¶ 2). As of August 7, 2001, Federal Express has no record of the return airbill (Exhibit 6).

Pulse-Link, Inc. will be irreparably damaged if this Petition is denied. A Notice to File Missing Parts of Application was mailed to Applicant on February 12, 2001. As Mr. Arrieta has not provided the necessary declaration, the only recourse for the Applicant is to submit this Petition. If this Petition is denied, the above-identified patent application will become abandoned.

**Conclusion**

Based on the foregoing it is respectfully submitted that all of the requirements set forth in 37 C.F.R. § 1.47(a) have been met and this petition must be granted. A check in the amount of \$65.00 is enclosed for the petition fee.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mitchell P. Brook", is written over a horizontal line.

Mitchell P. Brook

Reg. No. 32,967

Attorney for Applicant

c/o BAKER & McKENZIE

101 West Broadway, 12th Floor

San Diego, California 92101

Telephone: (619) 236-1441



**DECLARATION OF JOHN SANTHOFF IN SUPPORT  
OF PETITION UNDER 37 CFR SECTION 1.47(a)**


I, John Santhoff, declare as follows:

1. I am the Chief Technical Officer at Pulse-Link, Inc., and I am fully familiar with the facts and circumstances in this matter as they relate to this declaration and, if called upon, I would and could competently testify thereto.

2. On Sunday, June 24, 2001, I met Rudy Arrieta at his residence: 3616 Oak Brook Lane, Panama City Beach, Florida 32408. I presented to him patent application serial no. 09/746,348, entitled: PRE-TESTING AND CERTIFICATION OF MULTIPLE ACCESS CODES, which included the specification, claims, drawings, and declaration. I asked Mr. Arrieta to sign the declaration, but Mr. Arrieta orally refused.

3. I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment or both, under section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct. Executed this 7<sup>th</sup> day of August, 2001, at San Diego, California.

  
\_\_\_\_\_  
John Santhoff  
Chief Technical Officer  
Pulse-Link, Incorporated  
9155 Brown Deer Road, #8  
San Diego, California 92121

**DECLARATION OF PATRICIA L. GULLICKSON (aka TRISH LEE) IN  
SUPPORT OF PETITION UNDER 37 CFR SECTION 1.47(a)**



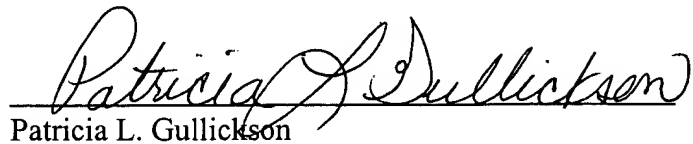
I, Patricia Gullickson, declare as follows:

1. I am Vice-President, Administration at Pulse-Link, Inc., and I am fully familiar with the facts and circumstances in this matter as they relate to this declaration and, if called upon, I would and could competently testify thereto.

2. On July 28, 2001, I sent a package via Federal Express to co-inventor Rudy Arrieta. Included in the package were the specification, claims, drawings and declaration for patent application serial no. 09/746,348, entitled: PRE-TESTING AND CERTIFICATION OF MULTIPLE ACCESS CODES. Also in the Federal Express package was a return Federal Express air bill (tracking no. 823634870234), and a letter to Mr. Arrieta requesting that he sign and return the declaration to Pulse-Link, Inc. by August 1, 2001. As of today, August 7, 2001, Pulse-Link, Inc. has not received the return Federal Express package.

3. I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment or both, under § 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct. Executed this 7<sup>th</sup> day of August, 2001, at San Diego, California.

A handwritten signature in cursive script, reading "Patricia L. Gullickson", written over a horizontal line.

Patricia L. Gullickson  
Vice-President Administration  
Pulse-Link, Incorporated  
9155 Brown Deer Road, #8  
San Diego, California 92121



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**Delivery Date/Time** 07/30/2001 10:58  
**Signed For By** T.RISH LEE  
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Trish Lee  
By signing you authorize us to deliver this shipment without obtaining a signature and agree to indemnify and hold us harmless from any resulting claims.

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9155 Brown Deer Road, Ste. 8  
San Diego, CA 92121  
Phone 858-587-9001  
Fax 858-587-8779  
www.pulse-link.net

## Ultra Wideband Wireless Solutions

July 27, 2001

Dear Rodolfo Arrieta,

For the past several months we have been attempting to contact you to execute certain signatures required in conjunction with various Pulse~LINK™ patent filing applications. This correspondence, sent to your most recent known address, represents our final attempt at resolving this issue.

Insomuch as you were engaged with Pulse~LINK™ under signed Employment Contract, Confidentiality and Invention assignment agreements, we are informed by our legal counsel at Baker & McKenzie that these contracts will meet the requirements of the US Patent and Trademark Office for assignment of patent rights as it relates to our filing efforts in the absence of your signature. Even so, pursuing this path will cost us additional time and money.

In the event that you do not have personal copies, we will be happy to provide you the referenced documents, however, I would like to take this occasion to remind you of certain provisions of your contractual obligations as follows:

### **Employment Contract Provisions:**

- **Employment at Will (page 1):** Our employment relationship is terminable at will, which means that either you or the Company may terminate your employment at any time, and for any reason of for no reason.
- **Confidentiality and Invention Assignment Agreement (page 1):** You will be subject to the Company's Confidentiality and Invention Assignment Agreement, which is enclosed with this letter and must be signed and returned by you before any employment relationship exists.

### **Confidential Information and Invention Assignment Agreement for Employee Provisions:**

- **Company Ownership (Page 2, Section 3(b)).** All right, title and interest in and to all Subject Ideas and Inventions, including but not limited to all registrable and patent rights which may subsist therein, shall be held and owned solely by the Company, and where applicable, all Subject Ideas and Inventions shall be considered works made for hire. I shall mark all Subject Ideas and Inventions with the Company's copyright or other proprietary notice as directed by the Company and shall take all actions deemed necessary by the Company to protect the Company's rights therein. In the event that the Subject Ideas and Inventions shall be deemed not to constitute works made for hire, or in the event that I should otherwise, by operation of law, be deemed to retain any rights (whether moral rights or otherwise) to any Subject Ideas and Inventions, I agree to assign to the Company, without further consideration, my entire right, title, and interest in and to each and every such Subject Idea and Invention.
- **Assistance (Page 3, Section 3(h)).** I further agree to assist the Company in every proper way (but at the Company's expense) to obtain and from time to time enforce patents, copyrights or other rights or registrations on said Subject Ideas and Inventions in any and all countries, and to that end will execute all documents necessary.
- **Termination Obligations (Page 4, Section 6(c)).** Following any termination of the Period of Employment, I will fully cooperate with the Company in all matters relating to my continuing obligations under this Agreement.

*"When we were young, we wanted to change the world...now we have the technology"™*

- **Injunctive Relief (Page 4, Section 7):** I acknowledge that my failure to carry out any obligation under this Agreement or a breach by me of any provision herein, will constitute immediate and irreparable damage to the Company, which cannot be fully and adequately compensated in money damages and which will warrant preliminary and other injunctive relief, an order for specific performance, and other equitable relief. I further agree that no bond or other security shall be required in obtaining such equitable relief and I hereby consent to the issuance of such injunction and to the ordering of specific performance. I also understand that other action may be taken and remedies enforced against me.
- **Agreement to Perform Necessary Acts (Page 5, Section 20):** I agree to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.
- **Attorneys Fees (page 5, Section 14):** Should either I or the Company, or any heir, personal representative, successor or permitted assign of either party, resort to legal proceedings to enforce this Agreement, the prevailing party (as defined in California statutory law) in such legal proceeding shall be awarded, in addition to such other relief as may be granted, attorneys' fees and costs incurred in connection with such proceeding.

The Company has offered incentive stock options in the amount of 1000 shares per patent, such options to be divided among those engineers who contributed materially to the innovation of patent-able work. Our attorneys at Baker & McKenzie advise us that not everyone who works on preparing a patent should be listed as an inventor, only those individuals that have contributed substantially to key innovative techniques defined in the patent claims. Regardless, all such Options are subject to full performance, which includes signing all documents necessary for proper filing with the US Patent and Trademark Office.

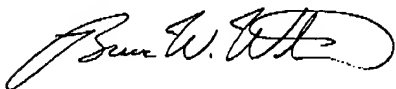
Our offer of Options is fully contingent upon your assistance and signature to appropriate filing paperwork as has been provided to you and as is your obligation under the contracts which you sign.

We must inform you that if you have failed to sign and return to Pulse~LINK™ all such appropriate documents as have been provided to you before the close of business, 5:00pm Pacific Standard Time on Wednesday, August 01, 2001, Pulse~LINK™ will proceed with patent filings using the Agreements between us as authority in absence of signature. All offers of stock Options will be immediately terminated.

Further, proceeding in this manner will undoubtedly come at expense to Pulse~LINK™ for added legal fees and the like. This added expense shall be a result of your failure to perform under the terms of our previous Agreements. The Company shall maintain the right to pursue you for any such added expenses, as well as all legal fees associated with such action.

You have an obligation to perform. If you do so, you will receive such stock Options as are warranted. We hope you will choose this easier path, but will proceed without your assistance regardless and will hold you responsible, as is our contractual right, for the pursuit of all damages or added expense realized as a result of your failure. You may call me to work this out prior to Wednesday, August 01, 2001.

Sincerely,



Bruce W. Watkins  
President and Chief Operating Officer

Cc: Harvey Rosen, CAO  
Bill Jarblum, of Counsel  
Peter Martinez, Baker & McKenzie

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